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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA**

In Re:

JOHN HENRY SCHNEIDER,

Debtor(s).

Case #14-61357-7

NOTICE OF HEARING:

Date: 5/24/2016 at 09:00 a.m.
Location: Bankruptcy Courtroom
Bighorn Courtroom, Fifth Floor, Room
5503, 2601 Second Avenue North
Billings MT

**OBJECTION TO PROOF OF CLAIM OF
ONI REALTY INVESTORS LLC
[CLAIM # 27]; AND NOTICE OF HEARING**

Pursuant to F.R.B.P. 3007 and Mont. LBR 3007-2, the undersigned respectfully objects to the Proof of Claim filed in the above-entitled case by ONI Realty Investors LLC which is claim number 27 on the Claims Register maintained by the Clerk of court. The grounds for the objection are as follows:

1. The claim is contingent as to liability.
2. The claim is unliquidated as to amount.
3. The claim is overstated.
4. Other specific grounds for objection: The claim should be disallowed as creditor has no claim against debtor.
5. Debtor has no outstanding debts to ONI realty and no explanation of this claim is provided. ONI realty manages the OMNI building in which

debtor's medical practice was located. Debtor's medical practice, Northern Rockies Neuro-Spine PC signed a lease obligation note to ONI realty and paid lease on-time monthly from October 2011 through January 2013.

6. ONI Realty was negligent in poor management of the OMNI building, its primary obligation, which allowed a pipe rupture from poor construction and maintenance to occur over the Christmas holiday of 2012. This caused massive flooding and destruction of the entire 5500 square foot suit leased by Northern Rockies Neuro-Spine. ONI realty management further failed to secure clean-up crew for this disaster and based upon debtor's board status on the ONI realty board, debtor ordered emergency cleanup crew. Debtor's medical practice lease which debtor did hold a co-signature note for tenant improvement loan was called even though debtor could no longer use this space. Debtor's medical practice was displaced to find substandard and cramped locations at alternative site in which debtor's medical practice did pay a monthly lease. ONI realty refused to repair the suit leased by Northern Rockies Neuro-spine.
7. ONI realty demanded payment for back lease and correspondence with lawyer Ken Frazier was provided to trustee. Specifically, Northern Rockies Neuro-spine (and therefore debtor) has NO lease payment obligation when ONI realty refuses to maintain adequate building conditions that allow debtor's medical practice to use this location. . Debtor, speaking for Northern Rockies Neuro-spine, demanded that ONI realty repair the suit. ONI realty refused on every occasion indicating that "since the building is for sale, someone may want to change this suit so no repair should be done".
8. Debtor and his medical practice have never been able to enjoy the location because of massive destruction and therefore contractually not bound to pay any lease obligation to ONI realty.

WHEREFORE, Proof of Claim number 27 should be disallowed.

NOTICE OF HEARING

A hearing on the above-referenced Objection to Proof of Claim will be held at the date, time and location set forth in the caption above, at which time you must appear and respond to such Objection. If no response is timely made, the Court may grant the Objection as a failure to appear shall be deemed an admission that the Objection is valid and should be granted.

Dated: April 15, 2016

/s/ James H. Cossitt

ATTORNEY FOR DEBTOR

Original filed via ECF

Pursuant to FRBP 7005 & 9014 (b) and FRCP 5(b)(2)(D) all parties noted in the Court's ECF transmission facilities have been served via ECF.

The following have been served by mail:

ONI Realty Investors LLC DLA Piper LLP (US) Andy Zollinger 1717 Main Street Suite 4600 Dallas TX 76102	
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CERTIFICATE OF SERVICE BY MAIL / ECF

This document was served pursuant to FRBP 7004, 9001(8), 9013, 9014(b): 1) by mail, in envelopes addressed to each of the parties at the addresses above; and/or 2) by electronic means, pursuant to LBR 7005-1, 9013-1(c) and 9036-1 on the parties noted in the Court's ECF transmission facilities, on April 15, 2016. The undersigned declares, under penalty of perjury pursuant to 28 USC § 1746, that the foregoing is true and correct.

/s/ James H. Cossitt

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Revised 4/15/16 JHC